

## WAIVER AND RELEASE

\_\_\_\_\_ (referred to as "**I**" or "**me**") desires to participate in dance and gymnastics program (the "**Activity**") provided by Extreme Dance Studio Inc. a Pennsylvania limited liability company (the "**Company**"). In consideration of being permitted by the Company to participate in the Activity at 200F Nazareth Pike, Bethlehem, Pennsylvania 18020 (the "**Premises**") and the intangible value that I will gain by participating in the Activity and in recognition of the Company's reliance hereon, I agree to all the terms and conditions set forth in this instrument (this "**Release**").

1. I am aware and understand that the Activity is a potentially dangerous activity and involves the risk of serious injury, disability, death, and/or property damage, and may also result in personal or psychological injury, pain, suffering, property damage, and/or financial loss. I acknowledge that these risks may result from or be compounded by the actions, omissions, or negligence of Company employees or others, including negligent emergency response or rescue operations of the Company. I understand the Company cannot guarantee that I will not be injured while on the Premises or during my participation in the Activity. NOTWITHSTANDING THESE RISKS, I ACKNOWLEDGE THAT I AM VOLUNTARILY ACCESSING THE PREMISES AND PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGERS INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF ILLNESS, PERSONAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, TEMPORARY OR PERMANENT DISABILITY, DEATH, PROPERTY DAMAGE, AND/OR FINANCIAL LOSS ARISING THEREFROM, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE COMPANY OR OTHERWISE.

2. I hereby expressly waive and release any and all claims, now known or hereafter known, against the Company and its officers, directors, manager(s), employees, agents, affiliates, shareholders/members, successors, and assigns (collectively, "**Releasees**") on account of personal or psychological injury, illness, pain, suffering, temporary or permanent disability, death, property damage, or financial loss arising out of or attributable to my being on the Premises or participating in the Activity, whether arising out of the ordinary negligence of the Company or any Releasees or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims.

3. I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless the Company from any claim based on such treatment or other medical services.

4. I confirm that I: (a) am in good health and proper physical condition and do not have any medical or other conditions that would impair my ability to participate in the Activity; and (b) am not experiencing symptoms of the COVID-19 ("**COVID**") (such as cough, shortness of breath, sore throat, congestion, headache, muscle or body aches, chills, or fever) do not have a confirmed or suspected case of COVID, and have not come in contact in the last fourteen (14)

days with a person who has been confirmed to have or suspected of having COVID. I will comply with all federal, state, and local laws, orders, directives, and guidelines related to the Activity and COVID while on the Premises or participating in the Activity. I will also follow all instructions, recommendations, and cautions of the Company at all times while on the Premises or during the Activity. If at any time I believe conditions to be unsafe, that I am no longer in proper physical condition to participate in the Activity, or I begin experiencing symptoms of COVID, I will immediately discontinue further participation in the Activity. I acknowledge that the Company is relying on these statements to allow me to participate in the Activity.

5. This Release constitutes the sole and entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the Company and me and our respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Northampton County, Pennsylvania and I hereby consent to the exclusive jurisdiction of such courts.

**6. BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY.**

I am the parent or legal guardian of the minor named below. I have the legal right to consent to and, by signing below, I hereby consent and agree to the terms and conditions of this Release of Liability and Assumption of Risk.

Minor Name:

\_\_\_\_\_

Signed:

\_\_\_\_\_

Printed Name of Parent or Legal Guardian:

\_\_\_\_\_

Date: \_\_\_\_\_